



Amendment No. 3  
to  
Contract No. NA150000133  
for  
MUSEUM ART & COLLECTIONS STORAGE SERVICES  
between  
VAULT FINE ART SERVICES LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the above-referenced contract. The extension option will be effective October 23, 2019 through October 22, 2020. There is one (1) additional option remaining on the contract.

Action	Action Amount	Total Contract Amount
Initial Term: October 23, 2015 - October 22, 2018	\$152,025.00	\$152,025.00
Amendment No. 1 : Option 1 - Extension October 23, 2018 - October 22, 2019	\$50,675.00	\$202, 700.00
Amendment No. 2: Corrective Action October 24,2018	\$0.00	\$202,700.00
Amendment No. 3 : Option 2 - Extension October 23, 2019 - October 22, 2020	\$ 50,675.00	\$253,375.00

- 2.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Robert Boland Manager

Printed Name: Robert Boland  
Authorized Representative

Vault Fine Art Services LLC  
4801 Freidrich Ln Ste 104  
Austin, TX 78721  
Robert Boland  
512.917.7186  
robert@vaultfas.com

Signature & Date: Sarah Ramos 10.9.19

Sarah Ramos  
Procurement Specialist II

City of Austin  
Central Purchasing Office  
124 West 8<sup>th</sup> Street, Ste. 310  
Austin, TX 78701



Amendment No 2  
Contract No. NA150000133  
MUSEUM ART & COLLECTIONS STORAGE SERVICES  
Between  
VAULT FINE ART SERVICES LLC  
and the  
CITY OF AUSTIN, TEXAS

- 1.0 This amendment is exercised to correctly reflect the series id identified as PCU 493, and cited in Section 0400, Subsection 3, Paragraph D. This amendment clarifies the series id is correctly identified as: PCU493---493---.
- 2.0 This amendment is exercised to also correct Amendment 1, executed on 10/22/2018. The extension amount was correctly assigned to Option 1, and funding authority was subsequently allocated. However the corresponding term of Option 1, was not specified. This omission of the term corrected by this amendment, that now reflects the term of Option 1, as October 23, 2018 through October 22, 2019
- 3.0 The total Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Initial Term: October 23, 2015 – October 22, 2018	\$152,025.00	\$152,025.00
Amendment No. 1: Option 1 October 23, 2018 – October 22, 2019	\$ 50,675.00	\$202,700.00
Amendment No. 2: Corrective Action October 24, 2018	\$ 0.00	\$202,700.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above- referenced contract.

*Vault Fine Art Services LLC*

Signature/Date: Robert Boland Manager

Printed Name: Robert Boland  
Authorized Representative

Vault Fine Art Services LLC  
4801 Freidrich Ln Ste 104  
Austin, TX 78721  
Robert Boland  
512.917.7186  
[robert@vaultfas.com](mailto:robert@vaultfas.com)

Signature/Date: Linell Brown 10-29-18  
Linell Brown, Contract Management Supervisor II

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, TX 78701



Amendment No 1  
Contract No. NA150000133  
MUSEUM ART & COLLECTIONS STORAGE SERVICES  
Between  
VAULT FINE ART SERVICES LLC  
and the  
CITY OF AUSTIN, TEXAS

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 23, 2018 to October 22, 2019. There are two (2) remaining options.

Term	Action Amount	Total Contract Amount
Initial Term: October 23, 2015 – October 22, 2018	\$152,025.00	\$152,025.00
Amendment No. 1: Option 1	\$ 50,675.00	\$202,700.00

2.0 MBE/WBE goals were not established for this contract.

3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above- referenced contract.

Signature/Date:  
10/04/18

*Vault Fine Art Services LLC*  
*Robert Boland, Manager*

Printed Name:  
Authorized Representative

Vault Fine Art Services LLC  
4801 Freidrich Ln Ste 104  
Austin, TX 78721  
Robert Boland  
512.917.7186  
[robert@vaultfas.com](mailto:robert@vaultfas.com)

Signature/Date:

*Linell Brown*  
*10-23-18*

Linell Brown, Contract Management Supervisor II

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, TX 78701





**Financial Service Department**  
**Purchasing Office**  
124 W. 8<sup>th</sup> Street Suite 310 Austin, Texas 78767

August 24, 2015

Vault Fine Art Services LLC  
Attn: Chris Campbell  
4801 Freidrich Ln. Suite 104  
Austin, Texas 78744

Dear Mr. Campbell:

The City of Austin approved the execution of a contract with your company for Museum Art & Collections Storage Services accordance with the referenced solicitation.

Responsible Department:	Austin Parks & Recreation
Department Contact Person:	Laura Esparza
Department Contact Email Address:	<a href="mailto:laura.esparza@austintexas.gov">laura.esparza@austintexas.gov</a>
Department Contact Telephone:	512-974-4001
Project Name:	Museum Art & Collections Storage Services
Contractor Name:	Vault Fine Art Services LLC
Contract Number:	MA 8600 NA150000133
Contract Period:	10/23/15 – 10/22/18
Dollar Amount	\$152,025.00
Extension options:	3 – 12 month extension options ( \$50,675 per option)
Requisition Number:	RQM 8600 15051100337

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this purchase, please contact the person referenced under Department Contact Person above.

Sincerely,

Georgia L. Billela  
Buyer II  
Purchasing Office  
Financial Service Department

cc: Laura Esparza  
Michelle Walker  
Idella Wilson  
Beverly Mendez

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
VAULT FINE ART SERVICES LLC ("Contractor")  
for  
MUSEUM ART & COLLECTIONS STORAGE SERVICE  
MA 8600 NA150000133**

The City accepts the Contractor's Offer (as referenced in Section 1.1.4 below) for the above requirement and enters into the following Contract.

This Contract is between Vault Fine Art Services LLC having offices at Austin, TX 78744 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

**1.1 This Contract is composed of the following documents:**

1.1.1 This document

1.1.2 The City's Standard Purchase Terms & Conditions, (Section 0300) incorporated by reference with the same force and effect as if they were incorporated by full text (The full text version of this Section is available, on the Internet at the following online address:  
<http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-terms-conditions.pdf>.)

1.1.3 Exhibit A, Supplemental Purchasing Provisions, (Section 0400)

1.1.4 Vault Fine Art Services LLC Offer, dated 03/09/2015

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This document

1.2.2 The City's Standard Purchase Terms & Conditions, (Section 0300) as referenced in Section 1.1.2

1.2.3 Supplemental Purchasing Provisions, (Section 0400) as referenced in Section 1.1.3

1.2.4 Contractor's Offer as referenced in Section 1.1.4

**1.3 Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months with three (3) twelve (12) month extension options. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$152,025 for the initial Contract term and \$50,675 per extension option Not-to-Exceed \$304,050. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**VAULT FINE ART SERVICES LLC**

Vault Fine Art Services LLC.,  
Robert Boland, Manager

Printed Name of Authorized Person

*Vault Fine Art Services LLC*

*Robert Boland, Manager*

Signature

Manager

Title:

8/25/2015

Date:

**CITY OF AUSTIN**

Georgia Billela

Printed Name of Authorized Person

*GBillela*

Signature

Buyer II

Title:

8/25/15

Date:

**CITY OF AUSTIN**

*Tony V. Nicholson*

Printed Name of Authorized Person

Signature

Title:

Date:

- Exhibit A Supplemental Purchasing Provisions, (Section 0400)
- Exhibit B Non-Suspension or Debarment Certification
- Exhibit C Non-Discrimination Certification
- Exhibit D Vault Fine Art Services LLC Offer dated 03/09/2015



## City of Austin FSD Purchasing Office

### Certificate of Exemption

DATE: 07/14/2015

DEPT: PARD

TO: Purchasing Officer or Designee

FROM: Laura Esparza, Division Manager

BUYER: Laura Esparza

PHONE: (512) 974-4001

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

- equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Vault Fine Art Services is the only warehouse in Austin, in the proximity to the City Museums it will service, that can provide the highest standards of museum grade storage facility and services. This service is required for the storage of the Umlauf collection and other City collections that are valued at approximately \$1 million. For this reason we are requesting a Sole Source exemption for the purchase request.



4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

A research study was conducted in July 2015 of storage facilities in Central Texas. A total of 25 warehouses were surveyed for the ability to meet the requirements of museum storage facilities. (We found six that were out of business.) None of the warehouses surveyed, except for Vault Fine Art Services, were able to provide all requirements for museum quality storage. These requirements include 24-hour security, humidity control between 45% and 55% and temperature control between 68 and 72 degrees Fahrenheit; a clean room for art inspection and study; ultra-low penetration air filters; an Early Suppression Fast Response detection system and after hours access for authorized staff.

City staff inspected Vault Fine Art Services to conduct on site testing of humidity and temperature and found that Vault's ability to provide steady-state control of these factors is excellent. It also provides all other requirements of museum storage as stated above.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Vault Fine Art Services for an initial term of three years, w/ 3 12 month options which will cost approximately \$ 304,050.00 (Provide estimate and/or breakdown of cost).

Recommended  
Certification

Laura Espinoza 7/24/15  
Originator Date

Approved  
Certification

[Signature] 8/5/15  
Department Director or designee Date

[Signature] 8/5/15  
Assistant City Manager / General Manager Date  
or designee (if applicable)

Purchasing Review  
(if applicable)

[Signature] 8/24/15 [Signature]  
Buyer Date Manager Initials

Exemption Authorized  
(if applicable)

[Signature] 8/24/15  
Purchasing Officer or designee Date

02/26/2013



To Whom It May Concern:

I am writing to validate that Vault Fine Art Services is the only of its kind, not only in Austin, but the only fine art storage / handling company with this high level of climate and security within 150 miles of our building.

To create a state of the art facility for preserving artifacts, in addition to the founders art handling experience and education, (Chris Campbell has a BFA from UT Austin and an MFA from Southern Illinois' Edwardsville, Patrick Sheehy a BFA with a minor in Architecture, Robert Boland a BFA from Texas A&M in Commerce and a MFA from UT Austin) we have created a network of conservators in Austin who have national and international reputation, of which we continue to rely on, in building and maintaining a space that is unmatched in Austin.

Vault Fine Art Services operates the only fine art and archival specific storage facility in Central Texas. Based in Austin our 10,000 square foot facility houses a highly specialized storage repository with year round 50% constant humidity and 70° climate controlled environment. No other storage facility in or around Austin provides these specific features. This static environment helps archive delicate mediums, which are found in irreplaceable art works and artifacts. The security in our facility is UL certified, matching the security in banks and jewelry stores. Our fire detection system is monitored 24 hours a day with both a detectors and a separate sprinkler system. Redundancies are set in place to safeguard and protect not only our space but also and more importantly it's valuable contents.

Vault is more than a storage facility. We provide for all of our clients' art handling needs and deliver an unmatched level of experience and breadth of fine art solutions to museums, galleries, historical sites, and private, public, and corporate art collectors. Because protection is of utmost importance to us, we offer secure, climate-controlled storage space, for the short and long term.

Vault values, above all, the protection and safety of artwork and the growth of our clients' collections. With their artwork in the hands of Vault's professional handlers, our clients have complete peace of mind. Our dedication to security and preservation is unmatched within Austin and the surrounding area.

We would love nothing more to help serve and facilitate the longevity of art in the city, which has always been here to support us.

*Vault Fine Art Services LLC*  
*Robert Boland, Manager*

4/28/15

Robert Boland, Manager



**VAULT**  
Fine Art Services

Vault Fine Art Service LLC.

Patrick Sheehy  
Chris Campbell  
Robert Boland

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PO Box 17756  
AUSTIN, TX 78760-7756

(512)917-7186

## Estimate

Date

Estimate #

03/09/2015

245

Exp. Date

Address

Laura Esparza

Date	Activity	Quantity	Rate	Amount
03/09/2015	<p>Vault currently stores the City of Austin Collection for \$3,916.67 per month.</p> <p>REFERENCE NUMBER: DO 8600 14102802214</p> <p>Vendor: ROBERT BOLAND V00000918573 A00000068776 VAULT FINE ART SERVICES LLC 4801 FREIDRICH LN STE 104 AUSTIN TX 78721</p> <p>Per a new three year contract with the City, Vault is taking into consideration it's contractual 3% increase in building expenses. Vault, averaging the expenses, proposes a 5% increase of \$195.83 per month for a total amount of \$4,112.50 for the length of the contract.</p> <p>Continue to the next page</p>		4,112.50	4,112.50

Date	Activity	Quantity	Rate	Amount
03/09/2015	<p>Vault Fine Art Services is the only facility of its kind in Central Texas that can safely store the works of Umlauf, Ney, and O'Henry museums in an environment that exceeds all standards of museum and archival storage. Our facility has an internal storage repository that is kept at 70 degrees and 50 percent humidity year round. No other storage facility can claim this. The combination of static temperature and humidity provides the optimal environment for works of art created from such materials as wood, bronze, paper, paintings on canvas, cloth, and photography. Without a constant environment like this, works such as these can warp, fade in color or clarity, become mold infested, or crack and tear.</p> <p>Vault Fine Art Services facility was designed specifically for the long term storage and protection of fine art and archival items. Our facility has multiple inline filtration systems to keep the air quality high. This allows for the works to be stored in an environment that is exceptionally clean, ideal for sensitive surfaces. We use an electric forklift that produces no carbon emissions inside the facility. This prevents any soot from layering on the objects.</p> <p>All works are handled using nationally recognized practices found in the best museums and archival centers.</p> <p>We have a state of the art security system with multiple back up systems for 24 hour protection. The facility has an envelope of monitors on all sides as well as the roof. We also have 24 hour monitoring for fire protection and suppression.</p> <p>For example a typical public storage facility has no humidity control and often has temperatures at or above 80 degrees not to mention the substandard security.</p>	1	0.00	0.00
		Total		\$4,112.50

Accepted By

Accepted Date



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
NA150000133**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE:** Insurance is required.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days' Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
NA15000133**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
2. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36-months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 36 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**This is a 36 month contract**

**With Firm Fixed pricing for the first 36 months**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
NA150000133**

**INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Laura Esparza
Address	200 S. Lamar Blvd.
City, State Zip Code	Austin, TX 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**3. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 36-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
NA150000133**

- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: Contract Amount	
Database Name: Producer Price Index Industry Data	
Series ID: PCU 493	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: n/a	
Description of Series ID: Warehousing and Storage	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
NA150000133**

4. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Laura Esparza

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Phone: 512-974-4001

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Email: laura.esparza@austintexas.gov

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**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this   August   day of   25  ,   2015  

CONTRACTOR	<u>Vault Fine Art Services LLC.</u>
Authorized Signature	<u><i>Vault Fine Art Services LLC</i></u>
Title	<u><i>Bob Bork, Manager</i></u>

City of Austin, Texas  
NON-SUSPENSION OR DEBARMENT CERTIFICATION  
SOLICITATION NO.

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Vault Fine Art Services LLC.

Signature of Officer  
or Authorized  
Representative: *Vault Fine Art Services LLC*  
*Robert Boland, Manager* Date: 8/25/2015

Printed Name: Vault Fine Art Services LLC., Robert Boland, Manager

Title: Manager



## KEY BUSINESS TERMS. THIS DOCUMENT DOES NOT INCLUDE COA STANDARD TERMS & CONDITIONS

- 1.1 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Roland Boland, Phone: (512) 917-7186, Email Address: [Robert@VaultFAS.com](mailto:Robert@VaultFAS.com). The City's Contract Manager for the engagement shall be Laura Esparza, Controller, (512) 974-.4001, Email Address: [Laura.Esparza@austintexas.gov](mailto:Laura.Esparza@austintexas.gov). The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

### SECTION 2. DEFINITIONS. In this Contract:

- 2.1 "CLEAN ROOM" means a controlled environment in which:
- 2.1.1 Airborne particulates, contaminants, and pollutants are not introduced into the controlled environment from the outside;
  - 2.1.2 Any apparatus within the controlled environment must not generate or otherwise give rise to contaminants (ultra-low penetration air filters for the HAVC);
  - 2.1.3 Contaminants are not allowed to accumulate in the controlled environment; and
  - 2.1.4 Existing contaminants are immediately eliminated to the greatest extent possible.
- 2.2 "GREEN PRODUCT" means a product that has less of an environmental impact and is less detrimental to human health than the traditional product equivalent, and is biodegradable and recyclable.

### SECTION 3. SCOPE OF WORK.

- 3.1 **Contractor's Obligations.** The Contractor shall fully and timely perform the tasks and provide all services described herein and in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 3.2 **Facility and Storage Unit Requirements.**
- 3.2.1 The facility shall:
    - 3.2.1.1 Be secured, alarmed, and monitored 24 hours a day, seven days a week.
    - 3.2.1.2 Have a specific space suitable for receiving, study, and examination of collection items.

- 3.2.1.3 Have an Early Suppression Fast Response (ESFR) detection system with heat and smoke alarms.
- 3.2.1.4 Have a CLEAN ROOM where objects can be received, catalogued, and photographed.
- 3.2.1.5 Have after-hours and emergency access for authorized staff.
- 3.2.1.6 Have an alarm system connected to the closest Police Department and Fire Station.
- 3.2.2 The storage unit shall:
  - 3.2.2.1 Have no less than 420 square feet and adequate shelving as illustrated in Exhibit A of this Agreement.
  - 3.2.2.2 Have humidity control between 45% and 55% and temperature control between 68 and 72 degrees Fahrenheit.
  - 3.2.2.3 Have ultra-low penetration air filters used in the Heating, Ventilation, and Air-Conditioning system.
  - 3.2.2.4 Have at least one door or entry point wide enough to allow for passage of pallets and pallet-sized container.
  - 3.2.2.5 Have truck access to allow for backing up into the loading and unloading area.
  - 3.2.2.6 Have a pneumatic lift and forklift or pallet jack near the loading area.
  - 3.2.2.7 Have multiple electrical outlets that are accessible.
  - 3.2.2.8 Have a loading area with closed entry or foyer entry into the actual storage area.
  - 3.2.2.9 Have security cameras and security access codes for authorized personnel only.
  - 3.2.2.10 Have proper ventilation and illumination.

### 3.3 Accessibility.

- 3.3.1 Upon request, City personnel authorized by the City's Contract Manager shall be given access to the CLEAN ROOM:
  - 3.3.1.1 No more than three times per calendar year.
  - 3.3.1.2 No more than four hours per each visit.
  - 3.3.1.3 At least one facility employee available to assist City personnel in removal or replacement of City collection.
- 3.3.2 Upon request, City personnel authorized by the City's Contract Manager shall be given access to the storage unit no more than four times per calendar year.